ity, the instant case attempts to distinguish between carriers and other bailees. This distinction seems unsound. The Court of Appeals cannot consistently affirm the instant case without overruling the *Arctic* case.

NEGLIGENCE—DEGREES OF CARE—RAILROAD STATIONS.—The plaintiff, having just left the defendant's car, was injured by slipping on a banana peel on the stairs leading to the street. *Held,* it was error to charge that the defendant was required to exercise the "highest" degree of care for the safety of its passengers in the management of the station. *Davis* v. *South Side Elevated R. R.* (Ill. 1920) 127 N. E. 66.

Doubt existed in the early cases whether a carrier of passengers warrants their safety or merely undertakes to provide all reasonable means of insuring it. See *Bremner* v. *Williams* (1824) 1 C. & P. *414. With the introduction of steam railroads however, the obligation became not that of an insurer but one limited to liability for negligence. See 2 Beven, Negligence (3rd ed. 1908) 944. Underlying this strict accountability to passengers for negligence is the great danger of the powerful agencies involved and the disastrous results likely to attend any negligence in their use. See *Taylor* v. *Pennsylvania Co.* (C. C. 1892) 50 Fed. 755. For the same reason operators of scenic railways and passenger elevators are subjected to a like standard of "extraordinary" care. See *O'Callaghan* v. *Dellwood Park Co.* (1909) 242 Ill. 336, 344, 89 N. E. 1005; *Hartford Deposit Co.* v. *Sollitt* (1898) 172 Ill. 222, 225, 50 N. E. 178. The relation of passenger, which alone entitles one to this high standard of care, subsists until a reasonable time to leave the station has elapsed. *Chicago, R. I. & P. Ry.* v. *Wood* (C. C. 1900) 104 Fed. 663; (1901) 1 Columbia Law Rev. 129. Some courts have therefore held that the carrier is required to protect its passengers by the exercise of the same "extraordinary" care in providing safe approaches as in the operation of its trains. *Brackett* v. *Southern Ry.* (1911) 88 S. C. 447, 70 S. E. 1026; *Waldman* v. *Brooklyn Union Elevated Ry.* (1910) 136 App. Div. 359, 120 N. Y. Supp. 1017; *Burke* v. *C. & N. W. Ry.* (1902) 108 Ill. App. 565. But more logically, and by the weight of authority, the "highest" degree of care is not required in keeping the station safe. *St. Louis, etc. Ry.* v. *Woods* (1910) 96 Ark. 311, 131 S. W. 869; 4 Elliott, Railroads (2nd ed. 1907) § 1590. The modern tendency of the courts, however, is to adopt as the sole test of care, that which a reasonably prudent man would exerecise under the circumstances (1919) 19 Columbia Law Rev. 166. The injury in the instant case did not grow out of the use of a dangerous instrumentality. In the absence of evidence showing that the defendant knew that the peel was on the stairway, or that it had had an opportunity to remove it, there was no actionable negligence. *Benson* v. *Manhattan Ry.* (1900) 31 Misc. 723, 65 N. Y. Supp. 271; *cf. Railroad Co.* v. *Anderson* (1901) 21 Ohio C. C. 288.

NEGOTIABLE INSTRUMENTS—MEASURE OF DAMAGES FOR DISHONOR—RATE OF EXCHANGE.—The plaintiff sues as endorsee of a check "for 7,680 francs (Paris)", drawn upon an English bank, dated the 28th of April. The check was wrongully dishonored upon presentation on the 9th of May. *Held,* treating the check as a bill of exchange, the rate of exchange for calculating the amount of the judgment is that prevailing on the date of trial. *Cohn* v. *Boulken* (K. B. 1920) 36 T. L. R. 767.